



**STEPHENVILLE PARKS & RECREATION DEPARTMENT**

**WATER AEROBICS REGISTRATION/WAIVER  
WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK,  
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**

DATE \_\_\_\_\_ ACTIVITY \_\_\_\_\_

NAME \_\_\_\_\_ (Male / Female)  
(First) (Last)

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_  
HM \_\_\_\_\_ WK \_\_\_\_\_ CELL \_\_\_\_\_

BIRTHDAY \_\_\_\_\_ AGE \_\_\_\_\_ EMAIL \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Please be aware: by signing this document you are waiving certain legal rights, including the right to sue. Please read and be certain you understand the implications of signing this document. This form is to be used for all water aerobics activities.**

I hereby affirm and acknowledge the inherent hazards and risks associated with water aerobics. I fully understand that these risks can lead to severe injury and even death. In consideration of permitting me to participate in water aerobics or related operations conducted by the facility of Splashville and City of Stephenville.

I, for myself, my personal representatives, heirs and next of kin do HEREBY acknowledge that WATER AEROBICS IS A POTENTIALLY DANGEROUS ACTIVITY and involve the risk of serious injury and/or death and/or property damage; HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE the City of Stephenville, its facility, or any of its officers, instructors, agents or employees (the Releasees) from all liability resulting in any loss or damage, and any claim or demand therefor on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said activities, water aerobics, or other related operations that may occur, whether caused by the negligence of the Releasees, or otherwise;

HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising out of, or related to participation in said activities, water aerobics, or any other related operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise;

HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver of Claims, Release if Liability, Express Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the law of the Province or State in which the activities are conducted;

I EXPRESSLY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of water aerobics or arising out of, or related to, participation in said activities, whether caused by the negligence of the Releasees, or otherwise;

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be constructed as though the unenforceable provision had never been contained in this document.

In executing this document, I am not relying on any oral or written representations of statements made by the releasees, other than what is set forth in this agreement.

Recognizing the possibility of physical injury associated with athletic programs/activities, I hereby release, discharge and/ or otherwise indemnify SPARD, City of Stephenville, employees and sponsors against any claims by or on my behalf, as a result of any injury whether the result of negligence or for any other cause through participation in the program and/or being transported to or from the same, which transportation I hereby authorize. I hereby give consent for emergency medical care prescribed by a duly licensed doctor of medicine or dentistry. This care may be given under whatever conditions are necessary to preserve life, limb or well being of the above-listed player.

SIGNATURE \_\_\_\_\_

PARENT or GUARDIAN SIGNATURE \_\_\_\_\_  
(If participant is under 18 years of age)

Date \_\_\_\_\_ Time \_\_\_\_\_ Approved by \_\_\_\_\_